

SUPERINTENDENT EMPLOYMENT CONTRACT

Pursuant to Minnesota Statutes section 123B.143 (2012), the School Board of Independent School District No. 191, Burnsville-Eagan-Savage ("District" or "School Board") enters into this employment contract ("Contract") with Joseph Gothard ("Superintendent"). In consideration of the mutual promises contained in this Contract and other valuable consideration, the sufficiency of which is acknowledged, the District and the Superintendent agree as follows:

ARTICLE I DURATION AND TERMINATION

Section 1: Duration. This Contract is for a term of three (3) years beginning on July 1, 2013, and ending on June 30, 2016. This Contract will remain in full force and effect unless it is modified by mutual written consent of the School Board and the Superintendent, or unless the Board discharges the Superintendent in accordance with this Contract.

Section 2: Expiration. This Contract will automatically expire on June 30, 2016. When this Contract expires, neither party will have any further claim against the other, and the District's employment of the Superintendent will automatically end, unless the District and the Superintendent enter into a subsequent employment contract in accordance with Minnesota Statutes section 123B.143. At the Superintendent's written request, the School Board will evaluate the Superintendent's performance between three to six months before the expiration of this Contract. In addition, on its own initiative, the Board may periodically evaluate the Superintendent as it sees fit.

Section 3: Termination During the Term. During the term of this Contract, the District may immediately discharge the Superintendent and thereby terminate this Contract based on any of the grounds stated in Minnesota Statutes section 122A.40, subdivisions 9 or 13. If the School Board votes to discharge the Superintendent from employment during the term of this Contract, the Board must give the Superintendent written notice of the grounds for discharge. The Superintendent is entitled to a hearing before an arbitrator to challenge whether the asserted grounds for discharge exist. To exercise this right, the Superintendent or his representative must mail or hand-deliver a written request for arbitration to the School Board Chair within ten (10) calendar days after receiving written notice of the grounds for discharge. If the Superintendent makes a timely request for a hearing, the parties may attempt to mutually agree on an arbitrator. If the parties cannot mutually agree on an arbitrator within five calendar days, the District will petition the Minnesota Bureau of Mediation Services ("BMS") for a list of five arbitrators. Within ten (10) calendar days after receiving the list, the parties (or their representatives) must select an arbitrator from the list by using an alternating striking process. The arbitrator must conduct a hearing and issue a written decision within sixty calendar days after being selected by the parties, unless the parties agree to extend the timeline. The arbitrator's decision will be final and binding upon the parties, subject to judicial review of arbitration decisions as provided by law. If the Superintendent (or his representative) fails to mail or hand-deliver a written request for arbitration to the School Board Chair within ten calendar days, the Superintendent will be deemed to have acquiesced to the discharge, and the Superintendent will have no further right to challenge the discharge or to bring a claim against the District.

Section 4: Mutual Consent. This Contract may be terminated at any time by the mutual consent of the School Board and the Superintendent.

Section 5: Superintendent's Option. The Superintendent may terminate this Contract at any time by providing written notice to the School Board one hundred fifty (150) calendar days in advance of the date of termination.

Section 6: Limited Application of Section 122A.40. Except as explicitly stated in this Contract, the provisions of Minnesota Statutes section 122A.40 do not apply to the District's employment of the Superintendent or to this Contract. The Superintendent does not have any continuing contract rights under Minnesota Statutes section 122A.40. By operation of law, Minnesota Statutes section 122A.40, subdivisions 3 and 19 apply to the Superintendent's employment with the District. In addition, by mutual agreement of the Superintendent and the District, Minnesota Statutes section 122A.40, subdivision 12, relating to suspension and leave of absence for health reasons, will apply to the Superintendent's employment with the District.

ARTICLE II RESPONSIBILITIES

Section 1: Licensure. Throughout the term of this Contract, the Superintendent must hold a valid and appropriate license to work as a superintendent in the State of Minnesota. The Superintendent must provide a copy of his superintendent's license to the District's Executive Director of Human Resources before July 1 of each year this Contract is in effect.

Section 2: Compliance with Laws and Policies. The Superintendent must comply with all applicable federal and state laws. The Superintendent must comply with all rules, regulations, and policies of the School Board and the State of Minnesota, including those rules, regulations, and policies that currently exist and any that are established or amended during the term of this Contract.

Section 3: Assigned Duties. The Superintendent must faithfully perform all services that the School Board prescribes or assigns to the Superintendent, regardless of whether those services are specifically described in this Contract or in a general job description. At any time during the term of this Contract, the School Board may place the Superintendent on paid administrative leave or may assign the Superintendent to perform other legal duties not traditionally associated with the position of a school superintendent. Regular and prompt attendance is an essential function of the Superintendent's job.

Section 4: Basic Duties. The Superintendent will have charge of the administration of the schools under the direction of the School Board. Toward that end, the Superintendent will perform the following functions: serve as the chief executive officer of the School District; direct and assign teachers and other District employees under the Superintendent's supervision; organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, but subject to the approval of the School Board; select all personnel subject to the approval of the School Board; recommend policies, regulations, rules and procedures that are necessary for the District; visit and supervise the schools in the District; report and make recommendations about the condition of the schools in the District when advisable or at the Board's request; to the extent required by law, annually evaluate each school principal assigned responsibility for supervising a school building in the

District; superintend school grading practices and examinations for promotions; make reports that are required by the Commissioner of the Minnesota Department of Education; and perform all duties incident to the office of the Superintendent. The Superintendent will serve as an ex-officio member of the School Board and all School Board committees, and will provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE III COMPENSATION

Section 1: Basic Salary. The District will pay the Superintendent a gross annual salary of one hundred eighty-five thousand dollars and zero cents (\$185,000.00) for the 2013-2014 school year; one hundred eighty-six thousand eight hundred dollars and zero cents (\$186,800.00) for the 2014-2015 school year, and one hundred eighty-eight thousand six hundred dollars and zero cents (\$188,600.00) for the 2014-2015 school year. During each school year covered by this Contract, the District will pay the Superintendent his gross annual salary in equal installments, less applicable withholdings and deductions, based on the District's regular payroll schedule.

Section 2: TSA Matching Payments. The Superintendent may determine the amount of the salary identified in Section 1, above, that he would like to receive as salary and the amount that he would like to have the District place in a tax sheltered annuity ("TSA") of his choice through payroll deduction. To the extent permitted by law, the District will match the Superintendent's contributions to a qualifying TSA on a dollar-for-dollar basis, up to a maximum of two thousand dollars and zero cents (\$2,000.00) during each school year covered by this Contract. Once the District has made a matching payment to the TSA, the matching payment will become the property of the Superintendent. However, if the Superintendent terminates this Contract pursuant to Article I, Section 5, the District will not be required to provide any additional matching payments after receiving written notice of the Superintendent's intent to terminate. Similarly, if the District decides to discharge the Superintendent, the District will not be required to make any additional matching payments after voting to discharge the Superintendent.

Section 3: Responsibility for TSA Compliance. The Superintendent and the annuity companies involved are solely responsible for ensuring that the TSA complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. The Superintendent hereby waives any right that he might otherwise have to bring a claim against the District for any issue related to whether the TSA complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. The Superintendent also waives any right that he might otherwise have to demand direct payment to him of the amount that he identifies for contribution to the TSA. The District's only obligation under Article III, Sections 2 and 3, is to make the specified contributions to the TSA.

Section 4: Automobile Allowance. The School Board recognizes that the Superintendent must regularly use his personal vehicle to travel for District business. Accordingly, pursuant to Minnesota Statutes section 471.665, subdivision 3, the District will pay the Superintendent a monthly automobile allowance in the amount of four hundred dollars and zero cents (\$400.00), less any applicable withholdings and deductions.

ARTICLE IV DUTY YEAR AND LEAVES OF ABSENCE

Section 1: Basic Work Year. The position of superintendent has exempt status under the Fair Labor Standards Act. The Superintendent's duty year will be twelve months in length and will correspond to each school year (July 1 to June 30) covered by this Contract. The Superintendent must work full-time on at least two hundred sixty-one (261) duty days, less vacation, paid holidays, and sick leave used during each duty year. The two hundred sixty-one duty days include those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Superintendent must be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2: Vacation. The Superintendent will be credited with twenty-eight (28) days of paid vacation on July 1 of each school year that is covered by this Contract. The Board encourages the Superintendent to use his paid vacation days. The Superintendent must obtain prior approval from the School Board Chair before taking more than ten (10) consecutive days of paid vacation, unless the vacation days are being utilized during a leave taken pursuant to the Family Medical Leave Act. The Superintendent must take vacation days within six (6) months after the school year in which the vacation days were earned. The Superintendent will automatically forfeit any vacation days that are not taken within six months after the school year in which they were earned.

Section 3: Payment of Vacation Upon Nonrenewal. If the School Board does not renew this Contract, the School Board will pay the Superintendent at his daily rate of pay, as determined by a divisor of 261 days, for each day of vacation that the Superintendent has accrued but has not used or forfeited as of June 30, 2016. Alternatively, the School Board may require the Superintendent to use his days of accrued but unused vacation during the last three months of this Contract. If the Superintendent terminates this Contract pursuant to Article I, Section 5, the District will not be required to compensate the Superintendent for any accrued and unused days of vacation. Similarly, if the Board discharges the Superintendent pursuant to Article I, Section 3, the District will not be required to compensate the Superintendent for any accrued and unused days of vacation that exist after the effective date of the discharge.

Section 4: Paid Holidays. The Superintendent will be entitled to ten (10) paid holidays each Contract year. Unless otherwise designated by the School Board, the paid holidays will be:

Independence Day	Day before Christmas
Labor Day	Christmas Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Memorial Day
Two floating holidays	

Section 5: Accrual of Sick Leave. On July 1 of each school year covered by this Contract, the Superintendent will be credited with twelve (12) days sick leave, which may be accumulated to a maximum of thirty-six (36) days during the term of this Contract. The Superintendent may use

sick leave for any illness, injury, or health condition that prevents him from performing his job duties. In addition, the Superintendent may use sick leave for any reason that is explicitly permitted by law or by another provision of this Contract. Upon ending his employment with the District for any reason, the Superintendent is not entitled to payment for any unused days of sick leave.

Section 6: Definition of Immediate Family. For purposes of this Contract, the term “immediate family” means the spouse, child, parent, grandparent, grandchild, sibling, parent-in-law, daughter-in-law and son-in-law.

Section 7: Family Illness. The Superintendent will receive up to three (3) days of paid leave per school year to be used to care for a member of the Superintendent’s immediate family who has an illness or injury that requires attention from a medical provider. These days will not be deducted from the Superintendent’s accrued sick leave. Upon ending his employment with the District for any reason, the Superintendent is not entitled to payment for any unused days of family illness leave.

Section 8: Bereavement Leave. The Superintendent will be granted up to three (3) days of bereavement leave, without loss of pay, for each death in the Superintendent’s immediate family. Days utilized for bereavement leave will not be deducted from the Superintendent’s accumulated sick leave. Upon ending his employment with the District for any reason, the Superintendent is not entitled to payment for any unused days of bereavement leave.

Section 9: Workers’ Compensation Differential. In accordance with Minnesota Statutes Chapter 176, if the Superintendent is injured while performing duties for the District and qualifies for workers’ compensation benefits, he may draw from his accumulated sick leave in order to make up the difference between his regular salary and the workers’ compensation insurance payments he receives. The Superintendent’s accumulated sick leave will be reduced in proportion to the amount of compensation paid pursuant to this Section. This Section of the Contract will immediately cease to apply if the Superintendent exhausts his accumulated sick leave.

ARTICLE V INSURANCE

Section 1: Health and Hospitalization. The District will select and offer one or more group health and hospitalization insurance plans to the Superintendent. This paragraph will not apply unless the Superintendent qualifies for and enrolls in a group health and hospitalization plan that is offered by the District. If the Superintendent elects single coverage, the District will pay the full amount of the monthly premium. If the Superintendent elects dependent or family coverage, the District will contribute the same amount toward the monthly premium for group health and hospitalization insurance that it contributes for the District’s Tier I executive director(s) under the General Terms and Conditions of Employment for Unaffiliated Supervisory Employees. To the extent that the cost of the monthly premium exceeds the amount of the District’s contribution, the Superintendent must pay the remaining cost through payroll deduction.

Section 2: Dental. The District will select and offer one or more dental plans. This paragraph will not apply unless the Superintendent qualifies for and enrolls in a dental plan that is offered by the District. If the Superintendent elects single coverage, the District will pay the full amount of the monthly premium for dental insurance. If the Superintendent elects dependent or family coverage, the District will contribute the same amount toward the monthly premium for dental insurance that it contributes for directors under the Director's Terms and Conditions of Employment. To the extent that the cost of the monthly premium exceeds the amount of the District's contribution, the Superintendent must pay the remaining cost through payroll deduction.

Section 3: Life Insurance. The District will select and offer a group term life insurance policy with a maximum death benefit of five hundred thousand dollars (\$500,000). This paragraph will not apply unless the Superintendent qualifies for and enrolls in the plan that is offered by the District. During the term of this Agreement, the District will pay the full amount of the monthly premium for the policy offered by the District. The life insurance policy will be payable to the Superintendent's named beneficiary.

Section 4: Long Term Disability Insurance. The District will pay the full amount of the monthly premium for a long-term disability ("LTD") insurance plan selected by the District for the Superintendent.

Section 5: Claims Against the District. The District is not promising or guaranteeing that any particular claim will be paid or covered by insurance. The District's only obligation is to select an insurance plan and make the premium contributions that are described in this Contract. The eligibility and coverage of the Superintendent and any dependents will be governed entirely by the terms of the applicable insurance policy. No claim may be made against the District as a result of denial of insurance benefits by an insurer if the District has selected the policies and paid the premiums described in this Article. Subject to any applicable requirements of federal or state law, the District's obligation to make any contribution toward the cost of the premium for any and all types of insurance described in this Contract will cease immediately upon termination or expiration of this Contract or in the event that the Superintendent's employment ends for any reason.

ARTICLE VI PROFESSIONAL GROWTH AND REIMBURSEMENT

Section 1: Professional Growth Conferences and Meetings. The School Board recognizes the importance of having the Superintendent attend and participate in conferences and meetings for professional growth. Accordingly, the Superintendent is encouraged and expected to attend appropriate professional meetings at the local, state, and national level. The District will pay, or reimburse the Superintendent for, all valid, reasonable, and necessary expenses associated with the Superintendent's travel to and attendance at such conferences and meetings whenever his attendance is required or permitted by the School Board. The Superintendent is required to attend the annual American Association of School Administrators conference. The Superintendent must periodically report to the School Board about the meetings and conferences he has attended. To receive reimbursement for expenses, the Superintendent must file itemized expense statements in compliance with School Board policy and law. Notwithstanding any other

provision in this Contract, the Board in its sole discretion may limit the number and type of conferences and conventions the Superintendent may attend. Such a limit will not take effect until notice of the limit is provided to the Superintendent.

Section 2: Dues. The District will pay the professional dues to the American Association of School Administrators, Minnesota Association of School Administrators, and another organization of the Superintendent's choice. In addition, the District will pay the dues for the Superintendent to be a member of civic organizations and service organizations that are mutually agreed upon by the Superintendent and the District.

Section 3: Tuition Reimbursement. During each school year covered by this Contract, the Superintendent is eligible to receive a maximum of two thousand five hundred dollars (\$2,500) in tuition reimbursement for post-graduate coursework that is germane to maintaining his Minnesota license as a school superintendent. All coursework must be preapproved by the School Board Chair. The Superintendent must submit appropriate documentation to the Board Chair showing that the Superintendent earned a grade of B or higher, or a passing grade in a pass/fail system, in order to be eligible for tuition reimbursement.

Section 4: Business Expenses. The District will reimburse the Superintendent for reasonable and necessary expenses that he incurs in the course of conducting District business. To obtain reimbursement, the Superintendent must file itemized expense statements in compliance with School Board policy and law. The School Board retains the ultimate discretion to approve or deny an expense. The Superintendent is encouraged to seek approval for significant expenses in advance of incurring the expense. Because the Superintendent is receiving an automobile allowance, the Superintendent may not claim reimbursement for miles driven in his personal vehicle. Notwithstanding any other provision in this Contract, the Board in its sole discretion may further define the number and type of expenses for which the Superintendent may claim reimbursement.

ARTICLE VII MISCELLANEOUS

Section 1: Outside Activities. Although the Superintendent must devote full time and due diligence to the affairs and the activities of the District, he may also serve as a consultant to other Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the School Board, such activities do not impede the Superintendent's ability to perform the duties of the superintendent. However, the Superintendent may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board Chair.

Section 2: Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with his employment and he is acting within the scope of employment or official duties, the District will defend and indemnify the Superintendent to the full extent required by law. Indemnification, as provided in this Section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty. In addition, the District's obligation to defend and indemnify the Superintendent is subject

to the limitations stated in Minnesota Statutes Chapter 466 and the case law interpreting that statute.

Section 3: Jury Duty. If the Superintendent serves on jury duty during the term of this Contract, he will receive full pay from the District, without deduction from accumulated vacation or sick leave, provided that he submits to the District any compensation he received from being called to sit as a juror.

Section 4: Mandatory Disclosure. Before entering into this Contract, the Superintendent must disclose, in writing, the existence and terms of any buyout agreement, including amounts and the purpose for the payments, relating to his contract with another school board. For purposes of this Contract, a "buyout agreement" is any agreement under which the Superintendent was employed as a superintendent; left before the term of the contract was over; and received a sum of money, something else of value, or the right to something of value for some purpose other than performing the services of a superintendent. The failure to make such a disclosure will render this Contract void as a matter of law.

Section 4: Severability. If a court of law determines that any provision of this Contract is invalid or unenforceable by operation of law, the remainder of the Contract will remain in full force and effect.

Section 5: Entire Agreement. This Contract constitutes the entire agreement between the parties relating to the District's employment of the Superintendent. Neither party has relied upon any statements or promises that are not set forth in this document. This Contract supersedes any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or District policy. The Superintendent understands and agrees that any handbooks, manuals, or policies adopted by the District do not create an express or implied contract between the District and the Superintendent. No waiver or modification of any provision of this Contract will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Contract on the dates shown by their signatures. This Contract will not become effective unless and until it is approved by the District's School Board and signed by both parties.

Joseph Gothard

**Independent School District No. 191,
Burnsville-Eagan-Savage**

I have subscribed my signature
this 30 day of April, 2013.

I have subscribed my signature
this 2 day of May, 2013.

Superintendent

School Board Chair

I have subscribed my signature
this 2 day of May, 2013.



School Board Clerk

RASW: 2325

ADDENDUM TO SUPERINTENDENT'S CONTRACT

The School Board of Independent School District No. 191, Burnsville-Eagan-Savage ("District") enters into this Contract Addendum ("Addendum") with Joseph Gothard ("Superintendent").

WHEREAS, the District and the Superintendent have entered into an employment contract ("Contract") that does not address relocation or moving expenses;

WHEREAS, the Superintendent is interested in having the District reimburse him for some of his relocation and moving expenses; and

WHEREAS, the District is interested in having the Superintendent move into a home that is located within the geographic boundaries of the District;

NOW, THEREFORE, IN CONSIDERATION OF the promises stated in this Addendum and other valuable consideration, the sufficiency of which is acknowledged, the District and the Superintendent agree as follows:

1. The District will reimburse the Superintendent in an amount not to exceed twelve thousand nine hundred and thirty-five dollars and zero cents (\$12,935.00), in total, for reasonable and necessary expenses that he incurs in moving to a residence located within the District's boundaries, provided that the move occurs or before December 31, 2013, and that the expenses are incurred before December 31, 2013. In accordance with District policy, the Superintendent must submit an itemized expense report with supporting receipts as a prerequisite to obtaining reimbursement for his moving or relocation expenses.
2. The District does not make any representations regarding the tax consequences associated with any payment or reimbursement of the Superintendent's moving or relocation expenses. The Superintendent is encouraged to seek the advice of a qualified tax consultant, attorney, or accountant to determine whether and to what extent such payments or reimbursement is taxable.
3. The Contract remains in full force and effect. This Addendum does not extend or modify the Contract in any respect other than to provide for reimbursement of certain moving expenses.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Addendum on the dates shown by their signatures. This Addendum will not become effective unless and until it is approved by the District's School Board and signed by both parties.

Joseph Gothard

I have subscribed my signature
this 30 day of April, 2013.

Superintendent

Independent School District No. 191

I have subscribed my signature
this 2 day of May, 2013.

School Board Chair

I have subscribed my signature
this 2 day of May, 2013.

School Board Clerk